

UNITED STATES DISTRICT COURT
FOR THE
DISTRICT OF MASSACHUSETTS

JOHN HANCOCK LIFE INSURANCE
COMPANY, JOHN HANCOCK
VARIABLE LIFE INSURANCE
COMPANY, and MANULIFE
INSURANCE COMPANY (f/k/a
INVESTORS PARTNER LIFE INSURANCE
COMPANY),

Plaintiffs,

v.

ABBOTT LABORATORIES,

Defendant.

CIVIL ACTION NO. 05-11150-DPW

**PLAINTIFFS' ASSENTED TO MOTION FOR
IMPOUNDMENT OF CONFIDENTIAL INFORMATION**

Pursuant to Local Rule 7.2, Plaintiffs John Hancock Life Insurance Company, John Hancock Variable Life Insurance Company, and Manulife Insurance Company (f/k/a/ Investors Partner Life Insurance Company) (collectively, "John Hancock" or "Plaintiffs") respectfully move this Court for leave to file the following documents under Seal until further Order of the Court:

1. Plaintiffs' Motion For Partial Summary Judgment On Count II Of First Amended Supplemental Complaint (the "Motion");
2. Plaintiffs' Memorandum of Law In Support Of Motion For Partial Summary Judgment On Count II Of First Amended Supplemental Complaint (the "Memorandum");

3. Statement Of Undisputed Facts In Support Of Plaintiffs' Motion For Partial Summary Judgment On Count II Of First Amended Supplemental Complaint (the "Statement of Undisputed Facts");
4. Affidavit of Joseph H. Zwicker, dated July 20, 2007, with supporting exhibits (the "Zwicker Affidavit"); and
5. Affidavit of Stephen J. Blewitt, dated July 17, 2007 (the "Blewitt Affidavit").

The grounds for this motion are:

1. This action arises out of a certain Research Funding Agreement (the "Agreement"), dated March 13, 2001, between John Hancock and Abbott Laboratories ("Abbott"). The Agreement is, by its terms, confidential.

2. The Motion, Memorandum, Statement of Undisputed Facts, Zwicker Affidavit and Blewitt Affidavit rely upon and discuss the confidential terms of the Agreement.

3. The Agreement also forms the basis for John Hancock's claims in the related action captioned *John Hancock Life Ins. v. Abbott Labs.*, No. Civ.A. 03-12501-DPW, 2005 WL 2323166 (D.Mass. Sept. 16, 2005), *aff'd* 478 F.3d 1 (1st Cir. 2006) ("*Hancock I*").

4. The terms of the Agreement may not be disclosed without the prior consent of the non-disclosing party. Throughout this action, the Agreement has not been publicly disclosed.

5. In compliance with Local Rule 7.1(A)(2), John Hancock has sought and obtained the consent of Abbott to this Motion for Impoundment of Confidential Information.

WHEREFORE, John Hancock respectfully requests that the Motion, Memorandum, Statement of Undisputed Facts, Zwicker Affidavit and Blewitt Affidavit be impounded until further Order of the Court. In addition, John Hancock respectfully requests that the Court accept these documents provisionally under Seal pending the Court's ruling on this Motion. Upon termination of the impoundment period, John Hancock will retrieve and take custody of the Motion, Memorandum, Statement of Undisputed Facts, Zwicker Affidavit and Blewitt Affidavit.

Respectfully submitted,

JOHN HANCOCK LIFE INSURANCE
COMPANY, JOHN HANCOCK VARIABLE
LIFE INSURANCE COMPANY AND
MANULIFE INSURANCE COMPANY

By their attorneys,

/s/ Richard C. Abati

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Date: July 20, 2007

CERTIFICATE OF SERVICE

I hereby certify that this document filed through the ECF system will be sent electronically to the registered participants as identified on the Notice of Electronic Filing (NEF), and that paper copies will be sent to those non-registered participants (if any) on July 20, 2007.

/s/ Richard C. Abati

Richard C. Abati

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